

L06000011792

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

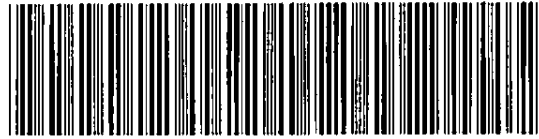
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

CHICKERING SOUTH LLC

Please Debit FCA000000003 For: 50

Thank you Seth Neeley



Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

☐ Art of Inc. File _____
☐ LTD Partnership File _____
☐ Foreign Corp. File _____
☒ L.C. File _____
☐ Fictitious Name File _____
☐ Trade/Service Mark _____
☒ Merger File _____
☒ Art. of Amend. File _____
☐ RA Resignation _____
☐ Dissolution / Withdrawal _____
☐ Annual Report / Reinstatement _____
☐ Cert. Copy _____
☐ Photo Copy _____
☐ Certificate of Good Standing _____
☐ Certificate of Status _____
☐ Certificate of Fictitious Name _____
☐ Corp Record Search _____
☐ Officer Search _____
☐ Fictitious Search _____
☐ Fictitious Owner Search _____
☐ Vehicle Search _____
☐ Driving Record _____
☐ UCC 1 or 3 File _____
☐ UCC 11 Search _____
☐ UCC 11 Retrieval _____
☐ Courier _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CHICKERING SOUTH LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Teresa Chappell

Contact Person

McDonald Hopkins LLC

Firm/Company

501 S Flagler Dr., Ste. 200

Address

W. Palm Beach, FL 33401

City, State and Zip Code

tchappell@mcdonaldhopkins.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Teresa Chappell at (561) 847-2341

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chickering South LLC	Florida	LLC
13901 Pierson, LLC	Florida	LLC
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chickering South LLC	Florida	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

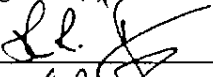

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Chickering South LLC

13901 Pierson, LLC

Signature(s):

Typed or Printed

Name of Individual:

John R. Ingram

John R. Ingram

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

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AGREEMENT AND PLAN OF MERGER

This Agreement of Merger entered into this as of December 19, 2024 pursuant to Section 608.438 of the Florida Limited Liability Company Act, by and among **CHICKERING SOUTH LLC**, a Florida limited liability company ("Surviving Entity") and **13901 PIERSON, LLC**, a Florida limited liability company ("Merged Entity").

WHEREAS, Surviving Entity and Merged Entity desire to enter into a merger transaction whereby Merged Entity is merged with and into the Surviving Entity; and

WHEREAS, the member and manager of Surviving Entity and the Merged Entity have each unanimously adopted this Agreement providing for the merger of Merged Entity into Surviving Entity;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties to this Agreement do hereby prescribe the terms and conditions of said merger and the mode of carrying the same into effect, as follows:

1. **Agreement to Merge.** On the Effective Date of the merger as defined in Section 2 of this Agreement, the Merged Entity shall be merged with and into Surviving Entity, and the Surviving Entity shall be possessed of all of the estate, assets, properties, rights, privileges and liabilities of the Merged Entity. Upon the consummation of the merger, Surviving Entity shall be governed by and subject to the laws of the State of Florida and the separate existence of the Merged Entity thereupon shall cease.
2. **Effective Date.** This Agreement and the merger contemplated herein shall become effective upon the filing of a Certificate of Merger with the Florida Secretary of State.
3. **Name, Form of Entity and Principal Office of Surviving Entity.** The name of Surviving Entity shall be Chickering South LLC. The form of entity of Surviving Entity shall be a Florida limited liability company. The place where the principal office of Surviving Entity shall be located is 13901 Pierson Road, Wellington, FL 33414.
4. **Articles of Organization of Surviving Entity.** The Articles of Organization of Surviving Entity as currently on file with the Secretary of State of Florida shall be and remain the Articles of Organization of Surviving Entity. Such Articles of Organization may be amended in accordance with the provisions set forth therein at any time after the Effective Date.
5. **Operating Agreement of Surviving Entity.** The Operating Agreement attached hereto as Exhibit A shall be the Operating Agreement of Surviving Entity. Such Operating Agreement may be amended in accordance with the provisions set forth therein at any time after the Effective Date. The Operating Agreement of the Merged Entity shall be of no further force and effect from and after the Effective Date; provided, however, that Surviving Entity hereby assumes all obligations of the Merged Entity that arise or accrue prior to the Effective Date.
6. **Mode or Plan of Effecting Merger.** As of the Effective Date, the interests of the Merged Entity shall be extinguished and cease to exist and interests of Surviving Entity shall be substituted therefor.
7. **Power to Abandon Agreement.** This Agreement may be abandoned at any time prior to the Effective Date by either of the parties hereto by appropriate resolution of their respective manager, members and partners.

IN WITNESS WHEREOF, each of the constituent entities have caused this Agreement to be executed and delivered as of the date first above written.

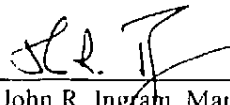
SURVIVING ENTITY:

CHICKERING SOUTH LLC, a Florida limited liability company

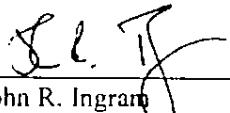
By: 
John R. Ingram, President

MERGED ENTITY:

13901 PIERSON, LLC, a Florida limited liability company

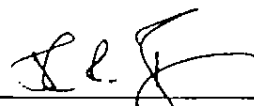
By: 
John R. Ingram, Manager

MEMBER:

By: 
John R. Ingram

MEMBER:

CHICKERING SOUTH LLC, a Florida limited liability, as Sole Member

By: 
John R. Ingram, President